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IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

IN RE: HIGH-TECH EMPLOYEE
ANTITRUST LITIGATION

THIS DOCUMENT RELATES TO:
ALL ACTIONS

Master Docket No. 11-CV-2509-LHK

**DECLARATION OF JOSEPH R. SAVERI
IN SUPPORT OF PLAINTIFFS'
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

I. INTRODUCTION

I, Joseph R. Saveri, declare and state as follows,

1. I am the founder of the Joseph Saveri Law Firm, Inc., one of the Court-appointed Co-Lead Counsel in this matter. I am a member in good standing of the State Bar of California. I submit this Declaration in Support of Plaintiffs' Motion for Preliminary Approval of Class Action

1 Settlements with Pixar and Lucasfilm, Ltd. and with Intuit. I am over 18 years of age, and I have
2 personal knowledge of the facts stated in this Declaration. If called as a witness, I could and
3 would testify competently to them.

4 2. I have been in private practice for over 25 years. During that time, I have
5 represented individuals, consumers, small business owners, public officials, and heads of
6 corporations negatively affected by price-fixing, cartel behavior, monopolies and other
7 anticompetitive business practices in numerous cases. I have established myself as one of the
8 country's top litigators in the antitrust field. I have acquired complex civil and class action
9 litigation experience in courts throughout the United States and California and developed a
10 knowledge of a broad range of industries including banking and financial services, hardware,
11 software, consumer electronics, labor, manufacturing inputs, agricultural products, and
12 pharmaceuticals, to name a few.

13 3. I have worked intensively on this case for over three years, since its inception. At
14 the outset of this litigation, I was a partner and chair of the Antitrust and Intellectual Property
15 Practice Group at the law firm Lieff, Cabraser, Heimann & Bernstein, LLP ("Lieff"), which was
16 appointed as Co-Lead Counsel in this action, together with the Joseph Saveri Law Firm, Inc., the
17 firm I founded in May 2012. During the time I chaired the Antitrust and Intellectual Property
18 Practice Group at Lieff, and continuing since I founded my own firm, I have been involved in all
19 phases of this litigation, including researching the claims, drafting the complaint, briefing and
20 successfully arguing motions on the pleadings, creating a discovery plan, organizing discovery,
21 briefing and arguing motions for class certification, developing expert testimony, and taking fact
22 witness depositions. I have maintained a consistent leadership position in this case and worked
23 closely and collaboratively with lawyers at Lieff, in particular with Kelly Dermody, my Co-Lead
24 Counsel.

25 4. The Pixar/Lucasfilm Settlement Agreement is the result of hard fought, arms-
26 length negotiations between Kelly Dermody and myself, on behalf of Plaintiffs, and counsel for
27 Pixar and Lucasfilm. Settlement negotiations between Plaintiffs and Lucasfilm, on one hand, and
28 Plaintiffs and Pixar, on the other, began prior to the time in which Pixar's corporate parent

1 purchased Lucasfilm. Following that acquisition, informal settlement negotiations took place
2 throughout the pendency of this litigation. Settlement discussions with Pixar and Lucasfilm began
3 in earnest following the mediation which occurred under the auspices of David Rotman with all
4 Defendants on June 26, 2013. During those discussions, there was careful consideration of the
5 applicable law and facts at issue in the case, including the potential exposure of Pixar and
6 Lucasfilm to Plaintiffs' claims under applicable law. On July 12, 2013, after extensive
7 negotiations and numerous back-and-forth telephone conversations, Plaintiffs and Defendants
8 Pixar and Lucasfilm, Ltd. ("Lucasfilm") reached an agreement in principle to enter into an
9 agreement resolving all of the claims of Plaintiffs and the Plaintiff Class against Pixar and
10 Lucasfilm. At that time, the parties entered into a Memorandum of Understanding ("MOU")
11 setting forth the principal terms of the Settlement, to be embodied and amplified in a settlement
12 agreement.

13 5. Following the MOU, the parties drafted and negotiated the Settlement Agreement
14 (the "Pixar/Lucasfilm Settlement Agreement," a true and correct copy of which is attached as
15 Exhibit 1 hereto) which memorializes the terms of the agreement. As with the negotiations that
16 produced the agreement to settle, there were substantial hard fought and lengthy negotiations
17 between Plaintiffs and Defendants Pixar and Lucasfilm regarding the documentation of the
18 Settlement, including the terms of the Settlement Agreement. Numerous drafts were exchanged
19 before the parties came to final agreement regarding the documentation of the proposed
20 Settlement to be submitted to the Court. The Settlement Agreement, executed on September 19,
21 2013, was also the product of hard fought, extensive negotiations. As described more fully in the
22 Pixar/Lucasfilm Settlement Agreement, Plaintiffs and the class they represent agree to release all
23 of their claims against Pixar, Lucasfilm and their parent company The Walt Disney Company
24 ("Disney") in exchange for \$9,000,000 in cash and other valuable consideration.

25 6. On July 27, 2013, after extensive negotiations and numerous back-and-forth
26 telephone conversations, Plaintiffs and Defendants Intuit, Inc. ("Intuit") reached an agreement in
27 principal to enter into an agreement resolving all of the claims of Plaintiffs and the Plaintiff Class
28 against Intuit. At that time, the parties entered into a Memorandum of Understanding ("MOU")

1 setting forth the principal terms of the Settlement, to be embodied and amplified in a settlement
2 agreement.

3 7. Following this second MOU, the parties drafted and negotiated the Settlement
4 Agreement (the "Intuit Settlement Agreement") which memorializes the terms of the agreement.
5 As with the negotiations that produced the Intuit MOU, there were substantial hard fought and
6 lengthy negotiations between Plaintiffs and Defendant Intuit regarding the documentation of the
7 Settlement, including the terms of the Settlement Agreement. Numerous drafts were exchanged
8 before the parties came to final agreement regarding the documentation of the proposed
9 Settlement to be submitted to the Court. The Settlement Agreement, executed on September 19,
10 2013, was also the product of hard fought, extensive negotiations. As described more fully in the
11 Intuit Settlement Agreement, Plaintiffs and the class they represent agree to release all of their
12 claims against Intuit in exchange for \$11,000,000 in cash and other valuable consideration.

13 8. The record in this case has been developed over the course of more than three
14 years of litigation, including voluminous discovery, including extensive written discovery,
15 production and review of documents, depositions of dozens of witnesses and development of
16 expert testimony. Based upon my extensive experience in this type of litigation, I am satisfied that
17 Plaintiffs have a keen understanding of the factual and legal issues involved in this case as well as
18 the relative strengths and weaknesses of Plaintiffs' claims, and the significant risk that Plaintiffs
19 could fail to prevail on certain key issues or, even if victorious after trial, ultimately lose on
20 appeal and receive nothing for their claims.

21 9. Throughout Plaintiffs' negotiations of the settlement there was no discussion of
22 attorneys' fees prior to negotiating the class relief. There are no commitments between the parties
23 beyond what is set forth in the settlement agreements.

24 10. In light of my experience, I believe that both the Pixar/Lucasfilm Settlement
25 Agreement and the Intuit Settlement Agreement are fair, adequate, and reasonable and in the best
26 interests of the Class members. Plaintiffs' expert analysis, utilizing discovery produced by
27 Defendants and consideration of factors influencing compensation in the relevant industries, gave
28 Plaintiffs a basis for understanding the range of potential damages suffered by the Class. Taking

1 into consideration the totality of circumstances at the time the Pixar/Lucasfilm Settlement
2 Agreement was entered into, the settlement amount of \$9,000,000, coupled with the other benefits
3 provided in the Settlement Agreement, is a fair and reasonable result. Likewise, taking into
4 consideration the totality of circumstances at the time the Intuit Settlement Agreement was
5 entered into, the settlement amount of \$11,000,000, coupled with the other benefits provided in
6 the Settlement Agreement, is a fair and reasonable result.

7 11. After a process of due diligence, pursuant to the Settlement Agreements, Plaintiffs
8 have retained Heffler Claims Group (“Heffler”) as the Claims Administrator, to be responsible for
9 the dissemination of notice, the claims administration process, distribution to Class members,
10 withholding and paying applicable taxes and other associated duties. Heffler has over 45 years’
11 experience in managing class action settlements. Heffler has successfully handled dozens of class
12 action settlements in various types of cases, including antitrust, securities, employment, labor,
13 consumer and government enforcement matters. Information regarding Heffler can be found at
14 <http://www.hefflerclaims.com>.

15 I declare under penalty of perjury that the foregoing is true and correct and this
16 Declaration is executed in San Francisco, California, on September 20, 2013.

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18 /s/ Joseph R. Saveri
19 Joseph R. Saveri
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